

June 23, 2003

Ms. Mary L. Cottrell, Secretary  
Department of Telecommunications & Energy  
Commonwealth of Massachusetts  
One South Station, Second Floor  
Boston, MA 02110

Re: Docket No. DTE 03-63, Investigation by the Department of Telecommunications and Energy to Establish a Surcharge to Recover Prudently Incurred Costs Associated with the Provision of Wireline Enhanced 911 Services, Relay Services for TDD/TYY Users, Communications Equipment Distribution for People with Disabilities, and Amplified Handsets at Pay Telephones

Dear Secretary Cottrell:

Broadview Networks, Inc. ("Broadview") hereby submits this letter in lieu of comments in the above-referenced proceeding, to request that the Department of Telecommunications and Energy ("Department") prohibit Verizon-Massachusetts, Inc. ("Verizon") from assessing unsubstantiated, unverifiable, anti-competitive and patently unfair Enhanced 911, relay and device ("Program") infrastructure deployment costs on competitive local exchange carriers. Verizon should not be allowed to undermine competitors through its unfair and unlawful practices, under what is otherwise a legitimate public program cost recovery mechanism.

**Verizon's Program Assessment is Unsubstantiated and Unverifiable.** On April 6, 2003, Broadview was assessed in excess of \$122,000 for purported Program infrastructure charges applicable to what appears to be the period of September 6, 2001 through December, 2002. No detail whatsoever was provided that would indicate how Broadview's assessment was derived, nor to what Broadview customers or access lines these charges were purportedly applied. Instead, a single line item in the Other Charges and Credits (OC&C) section of the bill appeared on Broadview invoices without further explanation or justification. Verification of Verizon's assessment is virtually impossible without substantiation of the basis for these charges.

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In the absence of substantiated and independently verifiable assessments, Verizon's seemingly arbitrary charges should not be authorized.

Program surcharges have been established as a necessary cost for the implementation of important programs that benefit Commonwealth residents. Yet by imposing unsubstantiated, untimely assessments on carriers who are precluded from recouping a majority of these charges from end users, Verizon effectively forces its competitors to bear the full brunt of these assessments. Carriers such as Broadview are placed between a proverbial rock and a hard place. Verizon's actions are anti-competitive and cannot be consistent the Department's intended result.

Even assuming *arguendo* that Broadview was not precluded from passing through these assessments to end users, Broadview would nevertheless be precluded from justifying the basis for assessment to customers in the absence of Verizon's own cost justification. This could result in customer irritation, placing added demands (and costs) on Broadview's customer care organization, and ultimately in potential (and also costly) customer termination. Further, Broadview would be incapable of assessing former customers, raising *pro rata* assessments to current customers and thereby increasing customer frustration and potential termination, accordingly.

Moreover, no CLEC should be forced into a position where it is essentially seeking reimbursement for an unsubstantiated and untimely assessment, through no fault of its own. Broadview's customers would blame Broadview for this injustice, not Verizon. And if Verizon has not assessed its own end users for program related charges, Verizon has crafted a situation that invites Broadview's customers to flock to Verizon over frustration with perceived poor Broadview billing practices, despite the fact that Broadview has acted responsibly.

Verizon should not avail itself of Program infrastructure assessments to undermine competitors through its unjustified, untimely, and anti-competitive practices. Broadview urges the Department to prohibit Verizon from assessing these charges to competitors and ultimately end-users until it has concluded its investigation in Docket 03-63.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rebecca H. Sommi".

Rebecca H. Sommi  
Vice President Operations Support  
Broadview Networks

**CERTIFICATE OF SERVICE**

I hereby certify that on this 23<sup>rd</sup> day of June, 2003, copies of the foregoing LETTER IN LIEU OF COMMENTS were filed with the Department via e-mail and U.S. Mail, properly addressed and postage paid.

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Pamela M. Lindsay